

West Marshall CSD

West Marshall EA

7/1/2006

6/30/2008

**MASTER CONTRACT**

**BETWEEN**

**WEST MARSHALL EDUCATION ASSOCIATION**

**AND**

**WEST MARSHALL COMMUNITY SCHOOL  
DISTRICT**

**STATE CENTER, IOWA**

**2006-2008**

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## **PREAMBLE**

The Board of Directors of the Community School District of West Marshall in State Center, Iowa, (hereinafter referred to as the "Board"), and the West Marshall Education Association (hereinafter referred to as the "Association"), pursuant to the Iowa Public Employment Relations Act of 1975, Chapter 20, Code of Iowa (hereinafter referred to as P.E.R.B.), agree as follows:

## **RECOGNITION**

Section 1: The Board hereby recognizes the Association as the sole and exclusive representative, for the purpose of collective bargaining, of all teachers described in the unit established by the Public Employment Relations Board in the Certification issued on September 5, 1975.

"INCLUDED: This unit shall be composed of professional personnel in the West Marshall Community School district who have the required teacher certification with the State Department of Public Instruction, and who are full or part-time employees with a contract to teach in this district. This includes classroom teachers (academic, vocational, remedial, physical education, music, art, and drama), and certified librarians and guidance counselors.

"EXCLUDED: Administrators (superintendents, principals), library clerks, teacher aides, technology coordinator, school nurse, preschool coordinator, school liaison officer, and substitute teachers) who are in a non-teaching role and all other excluded by Section 4 of the P.E.R.A."

Throughout this agreement, whenever the terms "employees" or "employee" are used, they shall refer to employees within the bargaining unit, unless specified otherwise.

Section 2: The Association recognizes the Board as the duly elected representatives of the people and agrees to negotiate only with the Board through the negotiating agent or agents officially designated by the Board to act in its behalf.

## **IMPASSE PROCEDURE**

This Article shall follow chapter 20 of the Code, Sections 20.19 to 20.22.

## **GRIEVANCE PROCEDURE**

Section 1: A grievance is an allegation by an employee or the Association regarding the meaning, interpretation, or application of any provisions of this agreement. If an association grievance involves more than one employee or building, such grievance shall be filed at Step 2.

Section 2: Representation: An employee may be represented at all stages of the grievance procedure by himself, or herself, or at his or her option, by a representative. If the employee elects to process his/her own grievance, the Association will be given a copy of his/her written grievance and step one and two answers of the district. An administrator or the school board also has the right to be represented by any person or agent designated to act in their behalf.

Section 3: Procedures: Any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities or the grieving employee or of the teaching staff.

An attempt shall be made to resolve any grievance in an informal discussion between the grievant and his or her immediate supervisor.

It is understood that any informal adjustment of a complaint shall not establish a precedent in any comparable situation.

Upon the mutual agreement of the employee, or if the employee chooses to be represented by the Association, the employee representative, and the Superintendent or his designated representative, the first and/or second steps or the time limits of the grievance procedure may be waived.

All grievances must be presented within ten (10) school days of the date of the occurrence of the event giving rise to the grievance. If the grievance occurs within the last ten (10) days of the school year, the grievant shall have fifteen (15) days to file said grievance.

It is agreed that any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruptions whatsoever of the instructional program and related work activities of the grievant or other employees.

## **GRIEVANCE PROCEDURE**

Step One: If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specified cause or causes of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the first step must be within ten (10) school days from the date of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) calendar days after receipt of the grievance.

Step Two: In the event a grievance has not been satisfactorily resolved at the First Step, the aggrieved employee shall file, within five (5) calendar days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) calendar days after such written grievance is filed, the employee or employee's representative and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall submit a written decision within ten (10) calendar days of the Step Two meeting to the employee, the principal, and any other parties present at the meeting.

Step Three: In the event a grievance has not been satisfactorily resolved at the Second Step, the employee shall file within five (5) working days a request for mediation. The mediation shall be conducted by a person selected by the Public Employment Relations Board. It shall be the function of the mediator to bring the parties together to effectuate a settlement of the grievance. The mediator may not compel the parties to agree.

1. The employee may waive Step Three by mutual agreement with the employee and administration

Step Four: If a grievance is not resolved at mediation satisfactorily, or if no opinion is issued at Step Two, the grievant (employee or association, as appropriate) may submit written request for impartial binding arbitration. Such request must be submitted within ten (10) calendar days of issuance of the written decision in Step Two. An outside person selected by the two parties, within seven (7) calendar days after arbitration is requested shall conduct the arbitration proceeding. If the two parties fail to reach agreement on an Arbitrator within seven (7) days, the American Arbitration Association will be requested to provide a list of seven candidates. Each of the two parties will alternately strike one name at a time from the panel until only one name remains, the right to strike the first name being given to the grievant. The remaining name shall be the Arbitrator who shall render a binding opinion.

1. The Arbitrator must make known his finding within thirty (30) days after the hearing or receiving briefs.
2. If any new evidence is submitted at arbitration, an advance notice of two (2) days must be given to each side.

Costs of arbitration shall be borne equally by both parties, except the cost of any representatives of each party shall be borne by that party.

The arbitrator shall have the authority only to interpret and apply the provisions of this agreement and to decide that particular grievance submitted to him/her. The arbitrator shall not have the authority to add to, delete from, or in any way modify, alter or amend any provisions of this agreement.

## **TRANSFER PROCEDURES**

Section 1: Voluntary Transfers: Any employee may apply for voluntary transfer to another building (for which they are qualified) when a position becomes available. Such application should be submitted in writing to the Superintendent, for the Superintendent's consideration, when a vacancy occurs.

Section 2: Involuntary Transfers: The Board retains the right to initiate involuntary transfers of employees between or among buildings and/or positions. Advance notice, in writing, of such a transfer will be provided to the employee involved except in emergency situations. Such transfers shall be made, and personnel involved in them shall be notified within forty-eight (48) hours after a Board decision is made.

Section 3: Priority: Voluntary transfers, if any, shall be considered before involuntary transfers are considered.

Section 4: Notice of vacancies shall be posted in the faculty lounge in the high school building, middle school building, and elementary building.

Section 5: If an employee of the association should file a grievance, the established Grievance Procedure of the Master Contract shall be followed.

## **Employee Evaluation**

### **Beginning Teacher Comprehensive Evaluation Procedures**

Section 1 : Prior to the beginning of the first year of teaching, the beginning teacher shall be given a copy of the summative evaluation form to be used, the Iowa Teaching Standards and Criteria, descriptors to be used, the timeline of the process, and other expectations of the teacher by the principal.

Section 2 : The evaluator shall conduct the first formal observation of the beginning teacher by the end of October of the first year. Pre-conference and post-conference forms for Tier I shall be completed by the teacher. The evaluator shall document the classroom observation and the pre- and post-conferences. Both the teacher and the evaluator shall receive copies of the forms.

Section 3 : Following the first formal observation, the evaluator shall begin to complete the Comprehensive Evaluation Summative Evaluation Form by addressing criteria observed (1) during the observation, (2) in written materials developed by the teacher, and (3) in the conferences. The evaluator shall date each entry on the form and shall check off each criterion that is listed on the form when it is addressed. The teacher shall sign the form and both the teacher and the evaluator shall receive copies of the forms.

Section 4 : The pre-conference, observation, and post-conference shall occur within ten (10) working days unless mutually agreed upon by the teacher and the evaluator.

Section 5 : By the end of November of the first year, the teacher and evaluator shall meet to identify the teacher's current status in meeting the eight Iowa Teaching Standards and to discuss the resources and information that could be used in future activities relating to the comprehensive evaluation. Both the teacher and the evaluator shall receive copies of the plan.

Section 6 : A second formal observation shall be conducted by February 1 of the first year of teaching and a third observation shall be conducted by March 30 using the same procedures identified in steps 2 through 5.

Section 7 : Prior to May 15 of the first year of teaching, the evaluator and beginning teacher shall meet and identify in writing, which standards shall need to be addressed in the second year. Both the teacher and the evaluator shall receive copies.

Section 8 : By November 15 of the second year of teaching, the evaluator shall conduct another formal observation as described above. At that time, the evaluator shall record it in the Comprehensive Evaluation Summative Evaluation Form. If the beginning teacher meets all eight Iowa Teaching Standards, the evaluator shall indicate so on the form and provide the beginning teacher with a signed copy. If the evaluator determines that the beginning teacher has not met all eight standards, then the evaluator informs the teacher of which standard(s) have not been met. The evaluator and teacher jointly determine what information the evaluator needs in order to indicate that the teacher meets all eight standards. If another observation is needed, it shall be held by February 1 of the second year of teaching. If only a conference is needed, then it shall be held by February 1 of the second year of teaching.

Section 9 : If by February 1 the evaluator indicates that the beginning teacher does not meet the Iowa Teaching Standards, an additional formal observation shall be held by March 30. After that observation, the evaluator makes his/her final recommendation for licensure. A recommendation for a third year of mentoring shall be made only after completion of the comprehensive evaluation.

Section 10 : All records of the comprehensive evaluation are to be signed by the employee with the employee receiving a copy. The employee may respond in writing to any aspect of the comprehensive evaluation. The comprehensive evaluation and any responses will be preserved by the employer in the employee's evaluation file and its contents are available to the employee upon request.



Section 11 : Evaluative determinations (conclusions) shall accurately reflect the performance of the teacher.

### **Career Teacher Evaluation Procedure**

#### **A. Orientation Procedures**

Section 1 : For those individuals developing Individual Career Development plans, orientation to the procedures shall be conducted by September 20 by the superintendent/designee.

Section 2 : For those individuals completing Performance Reviews, orientation to the procedures shall be conducted by September 20 by the superintendent/designee.

#### **B. Individual career development plans**

Section 1 : Each teacher shall draft an individual or group career development plan by October 15 of the school year following the conclusion of his/her previous plan.

Section 2 : The evaluator will meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within 20 school days of its submission. Both the teacher and evaluator will have a copy of the plan.

Section 3 : Modification of the plan can be made at any time by mutual agreement. The teacher and evaluator shall sign and date the modification.

Section 4 : The evaluator and the teacher shall establish a mutually agreed upon time for an annual conference to review progress in meeting the goal(s) in the plan. At the conclusion of the meeting a copy of the Annual Update shall be signed and dated prior to being placed in the teacher's personnel file.

#### **C. Performance Review**

Section 1 : Each career teacher shall have a performance review once every three years. When a teacher is assigned to more than one building, the teacher shall be assigned one evaluator.

Section 2 : The evaluator shall contact the teacher to establish a mutually agreed upon time to discuss the Performance Review

### Section 3 : Classroom Observations

- a) During the school year of the teacher's performance reviews, the teacher shall be formally observed a minimum of one time prior to February 15. All observations shall be conducted between September 1 and February 15. No observation shall be conducted the day before or after a day of vacation. Observations shall be for a continuous length of time no shorter than a class period or 1 hour and no longer than 2 hours.
- b) During the school year of the teacher's performance review, the evaluator and teacher shall mutually agree upon dates for a pre-conference, observation and post-conference. The pre-conference must be at least two days prior to the observation. The post-conference must be no later than 10 days following the observation.
- c) The evaluator's written observation comments shall be reviewed at the post-conference. The evaluator shall sign and date the comments. The teacher shall sign as having been given the opportunity to review the comments and date the comment sheet. The teacher's signature does not necessarily mean agreement with the comments. The teacher shall be provided a copy of the observation comments.
- d) The teacher and the evaluator shall each receive a copy of the Teaching Standards Review. As part of the post-conference, the evaluator shall document standards that have been observed (1) during the observation, (2) in written materials developed by the teacher, (3) in the pre- and post-conferences, and (4) in any other formal or informal evaluation methods. The evaluator and teacher shall initial each other's Iowa Teaching Standards Review form.
- e) If it is determined that all of the Iowa Teaching Standards have not been met, the teacher and evaluator shall meet before December 20 to identify the teacher's current status in meeting the eight Iowa Teaching Standards and to discuss possible solutions to meeting all standards. The teacher and the evaluator shall each receive copies of suggestions that may arise from this meeting.
- f) If another meeting is needed, the teacher and evaluator shall meet before March 1 to review additional documentation and continue to identify the teacher's status in documenting the eight Iowa Teaching Standards.
- g) By March 15, if the evaluator determines that the teacher has not met all eight standards, then the evaluator shall inform the teacher which standard(s) have not been met and the evaluator and teacher shall jointly determine what information the evaluator needs in order to indicate the teacher meets all eight standards. If another observation is needed, it shall be held by the end of March. If only a conference is needed, then it shall be held by the end of March.

D. Summative Performance Review

- a) By April 15, the evaluator shall complete the Summative Performance Review and arrange a mutually agreed upon date with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed Summative Performance Review at least one day prior to the meeting. Each standard will be rated as “meets standard” or “does not meet standard.” Each standard’s criteria will not be rated but will be used as a reference point for overall performance on each standard.
- b) For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion of future career goals that might be included in the next career development plan. This conference can be included as part of the post-observation conference in those situations when the evaluator has no major concerns regarding the teacher’s performance. Both the evaluator and the teacher shall sign and date the review.
- c) If an evaluator indicates that the teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not being met must be identified, and the information and evidence used to make this decision will be provided to the teacher. Both the evaluator and teacher shall sign and date the review. The teacher’s signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.
- d) A new career development plan shall be created that focuses only on the Iowa Teaching Standards not met. A performance review shall be held at a mutual agreed upon time within the next twelve months. Both the evaluator and teacher shall sign and date the review. The teacher’s signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.

E. Career Teacher Assistance Procedures

Section 1 : Career teacher assistance is designed to provide clear intervention for experienced teachers whose job performance has been determined to not meet the Iowa Teaching Standards. The procedures identified within this section are meant to provide a structured process for teachers who have been identified as needing assistance.

Section 2 : Assistance Procedures

- a) The teacher may have a representative at this or any meeting with the evaluator during this process.

The assistance procedures will begin with a formal meeting between the evaluator and the teacher. During this meeting, the evaluator will convey to the teacher, in writing, the specific behaviors that do not meet the Iowa Teaching Standards and will review documentation supporting this conclusion. The evaluator will present to and discuss with the teacher the Plan of Assistance that identifies actions for the teacher to complete for the purpose of improving performance identified as unsatisfactory.

- b) The Plan of Assistance will require conferencing with the teacher, observations, a timeline, and follow-up activities.
- c) At the request of the teacher a mentor(s) shall be provided. Participation as a mentor shall be voluntary. The evaluator and the teacher shall mutually select the mentor(s).
- d) The role of the mentor(s) is to use data and information provided by the evaluator and the teacher to assist in developing a planned approach to help the teacher meet the Iowa Teaching Standards. The mentor(s) will maintain strict confidentiality. Observations and comments made by the mentor(s) are not reported to the evaluator, and do not become part of the teacher's evaluation. The assistance provided is targeted solely at helping the teacher improve her or his performance in relation to the Iowa Teaching Standards.
- e) The teacher and the mentor(s) shall be provided release time during the regular school day to collaborate.
- f) After the Assistance Plan has been completed, or upon receipt of a written request from a teacher to discontinue the process, the evaluator shall make one of the following recommendations:
  - 1. Concern resolved, the teacher returns to the individual career development plan.
  - 2. Progress noted, a new assistance plan is developed.
  - 3. Concern not resolved, a recommendation will be made for termination or resignation.
- g) The evaluator shall share with the teacher the completed Assistance Plan Summary including the information and evidence used to make this recommendation. The teacher has the right to respond to the recommendations in writing.

F. Representation The teacher may have a representative present at any meeting involving the performance review or other evaluation.

G. Evaluation Summary Evaluative determinations (conclusions) shall accurately reflect the performance of the teacher

## **STAFF REDUCTION**

The Board has the sole and final power to determine when staff reductions are necessary due to change in the size or nature of the student population, budgetary limitations, or changes in the curriculum.

In the event the necessary reduction in staff cannot be adequately accomplished by attrition, the Board shall charge the administration with providing recommendations relative to staff/s contract renewals. Layoffs will be made within the following categories:

Elementary PreK-6  
M.S. – H.S. 5-12 within curricular areas  
Special Ed by certification category PreK-6  
Special Ed. By certification category 5-12  
Chapter I teachers  
Elementary Guidance Counselor PreK-8  
Secondary Guidance Counselor 5-12

It is the intention of the parties that the above categories shall be considered as separate units for layoffs.

The administration shall base its recommendation on seniority. Seniority means an employee's length of full-time service with the Employer. If two employees total years of service are the same, seniority shall be based on the longest length of continuous service since the employee's last semester of hire. A part-time teacher shall accrue seniority on a pro rata basis.

Seniority will be based upon the following factors considered in order:

1. Years of teaching service in the West Marshall Community School District.
2. Total years of teaching.
3. Highest earned degree.
4. Hours earned beyond the highest earned degree.
5. Date teacher signed his/her individual contract last shall be terminated.
6. If all of the foregoing factors are equal, the employee with the highest last four digits of his/her Social Security number will have seniority.

The administration recommendation/s shall be made on the basis of information contained in each teacher's personnel file. This file shall be made available to that individual for review upon request.

Staff members whose positions are to be eliminated or reduced will be considered for in-system transfer for available positions for which they are certified and the Board determines they are qualified.

When staff reduction procedures are initiated, an employee may be moved to a position within the school system for which he/she qualifies and is certified. The Board may assign employees to maintain program.

Once the decision as to the employee(s) who is (are) to be reduced has been made, the parties shall follow the procedures spelled out in Sections 279.13 of the Iowa Code.

## **RECALL**

Laid off employees shall advise the Superintendent of their current addresses and other employment during layoff. Employees shall have recall rights, for one (1) year, to any position that becomes available within the category from which the employee was laid off. If one (1) year has elapsed since their layoff, they shall have no recall rights. If an employee fails to notify the Superintendent of a change of address or fails, within ten (10) days of receipt of notice of recall, to advise the Superintendent of the employee's desire and availability to return and work, any recall rights shall terminate. Long term substitutes shall have no recall rights.

## **LEAVES OF ABSENCE**

Section 1: Sick Leave: All employees shall be credited with sick leave as follows:

- (a) First year employment – 10 days
- (b) Second year employment – 11 days
- (c) Third year employment – 12 days
- (d) Fourth year employment – 13 days
- (e) Fifth year employment – 14 days
- (f) Sixth year employment and subsequent years of employment – 15 days

The above amounts shall apply only to consecutive years of employment in the West Marshall School District and unused portions shall be cumulative to ninety-five (95) days, plus 15 days allowing for the ensuing year. The minimum unit of sick leave usage is 2 hours, or 1/4<sup>th</sup> day. The School Board shall, in each instance, require such reasonable evidence as it may desire concerning the necessity for such leave of absence.

The final determination as to the eligibility of an employee for sick leave is reserved to the school district.

Section 2: Personal Leave: All full-time teachers shall be granted two (2) days per school year of personal leave. Teachers will be allowed to carry one day forward with the understanding that no teacher may use more than two days per year unless they carry one forward (3 days possible for one year). This still means that no more than five days may be used in a two-year time period.

All personal leave days are subject to the following conditions:

- Requests for personal leave must be made in writing to the principal, or his designee, at least three (3) days in advance, except in the case of emergencies.
- The Superintendent reserves the right to refuse to grant a personal leave request if the leave would impair efficient administration of the school or the continuity of the educational process. This leave is not to be used for slowdown or work stoppage.

- Personal leave shall not be granted for the day preceding or the day following holidays or vacations, or for the first five (5) contract days and the last five (5) contract days of the school year. Exceptions may be made at the discretion of the superintendent.
- No more than 2 employees per building (elementary, middle school, high school) or more than 4 employees within the district will be allowed personal leave per day. These days shall be granted on a first come basis.
- An employee who does not use any of his/her personal days during the year will be given per diem sub pay for each unused day or one half (1/2) day (maximum of two days).

Section 3: Leave for Jury Duty: If a teacher is summoned for jury duty or if a teacher is called for a court appearance under subpoena (except in cases in which the teacher, the Board, or the Association is a party), leave under this Section may be granted for the days in which the teacher serves or is required to appear in court. For each day of jury service, or subpoenaed appearance, the teacher shall be paid the difference between the teacher's normal salary for that day and the compensation received for the jury service or court appearance.

Section 4: Extended Leaves: Employees may request extended leaves of absence without pay for a period of time to be terminated at the conclusion of the semester during which the leave commenced or for up to one additional semester following the conclusion of the semester in which the leave commenced. An employee shall file an application with the Superintendent. Extended leaves of absence may be granted for health, or family responsibilities that may include child nurturing. The employee's service will resume in accordance with the leave of absence agreement approved by the Superintendent.

While on extended leave, the employee's interest in the retirement funds and accumulated sick leave shall be frozen. Placement on the salary schedule shall be frozen unless the employee has qualified for advancement on the salary schedule prior to departure on leave. While no additional benefits will be provided by the Board during the leave period, the employee may purchase such benefits. At the conclusion of the extended leave of absence the salary of the employee shall be the salary stated on the salary schedule for the step and class for which the employee had qualified at the time of the commencement of the leave.

An employee who is granted a leave of absence for a regular school year must indicate a desire to return at the time that all other employees sign a contract for the next year.

Section 5: Emergency Leave: Emergency leave shall be granted to each employee at the discretion of the board or superintendent.

Section 6: Professional Leave: Professional leave may be granted to each employee at the discretion of the administration.

Section 7: One (1) Year Leave: A leave of absence for one (1) year may be granted to an employee at the discretion of the Board.

Section 8: Family Illness Leave: A regular full-time teacher may use up to a total of five (5) days of the employee's sick leave for caring for his/her spouse or child, sibling, parent, parent-in-law, step-parent, or a dependent adult living in your home with the approval of the superintendent or his/her designated representative. In the case of a life-threatening situation or a terminal illness, sick leave may be granted at the discretion of the superintendent. Family illness leave is not cumulative from one contract year to the next.

Section 9: Bereavement Leave: Up to five (5) days of bereavement leave may be granted by the superintendent for husband, wife, child, mother, father, stepfather, stepmother, spouse's mother, spouse's father, siblings, and grandparents. Anything beyond five (5) days for those listed above will require superintendent or board approval.

Section 10: An additional day(s) may be granted at the discretion of the superintendent for any leave not covered by section 9

Section 11: Employees may utilize the Family Medical Leave Act according to the provision found in the law.

Section 12: Nothing pertaining to Sections 2, 5, 6, 7, 9, and 10 of this Article shall be subject to the grievance procedure.

## **EMPLOYEE HOURS**

Section 1: The basic employee work day will be eight hours in all buildings. [However, some work beyond the eight hours may be necessary, (teachers meetings, conferences, etc.)

Section 2: Hours employees will be on duty will be determined by each principal at his/her building(s). However, employees may leave the building on Fridays, or days preceding vacations, at the close of the pupil's day, or after the buses have left the building, whichever is later.

## **VACATIONS**

Section 1: Vacation Days: The Board and the Association will together agree on the number of days school will be closed for student vacations at Thanksgiving, Christmas, and in the Spring.

If unforeseen circumstances, such as inclement weather, illness, etc., require the closing of school on scheduled school days, each of those days will be made up by extending the school year in the spring, unless changed by mutual agreement.



## **INSURANCE**

Section 1: The Board shall provide single employee coverage on a health and major medical program.

A 50% stipend (50% of the current insurance premium) will be paid to those employees who elect not to participate in the district's insurance program. Such employees must show verification of insurance coverage to employer before payment is made.

Section 2: The Board shall pay the single employee coverage for disability insurance.  
(70% of covered wages.)

Section 3: The Board shall pay the single employee coverage for dental insurance  
(up to \$24.00 per month).

## **SUPPLEMENTAL PAY**

Section 1: The Board reserves the sole right to determine and set compensation for teacher involvement in extra-curricular activities.

Section 2: Employees mileage shall be paid at a rate determined by board policy when teaching assignments make it necessary to travel from an employee's assigned building to another town in the district. Mileage shall only be paid from duty station to duty station.

Section 3: Each employee will be given two (2) activity passes. The Board shall set the pay rate for volunteer support of conducting extra-curricular activities. In the event there are not enough volunteers, the principal or athletic director may assign teachers to work on a rotating basis. Non-volunteer assignments will be paid at the rate of \$25.00 per night for wrestling, softball, volleyball, football, and basketball.

Section 4: Nothing pertaining to Section 1 of this Article shall be subject to grievance procedure.

Section 5: Teachers will be paid \$15.00 for each class they cover with a maximum of \$45.00 per day. This also applies when covering another classroom if you have a student teacher.

## PHASE I & II

Section 1: Phase I was initially established by the legislature to assist school districts to increase the base to \$23,000.

Section 2: All Phase II funds received by the School District from the State of Iowa shall be distributed to all eligible employees in accordance with the negotiated method of distribution.

Section 3: The funding of Phase I & II for salary will be subject to the availability of these funds from the State.

## PHASE III

Section 1: All Phase III funds received by the School District from the State of Iowa, if available, shall be distributed to all eligible employees in accordance with the negotiated method of distribution.

## MENTORING PROGRAM

The mentoring program will be administered consistent with the district plan submitted and approved by the Department of Education. The mentoring program and the wage associated with that program, is based upon the legislature's continued funding and support of the program. If state funding or support is withdrawn the district will not be obligated to continue the mentoring program or pay the wages to mentors in the program.

### Mentoring Wages

#### Instructional Mentor

Each Instructional Mentor shall receive a stipend per semester for mentoring one New Professional, payable within 2 weeks of receipt of money.

An Instructional Mentor shall mentor no more than one New Professional each semester, unless agreed to by the Mentor.

### Definitions:

**Instructional Mentor:** A teacher who has been trained and assigned to provide Assistance to a New Professional in the district's mentoring program.

## **WAGES AND SALARIES**

Section 1: The salary schedule for teachers covered by the regular salary schedule is set forth in Schedule A.

Section 2: Any credits earned which would advance a teacher on the salary schedule for the school year must be reported to the Superintendent's office at the beginning of the school year. Verification from the college, AEA, or a university must be in the Superintendent's office by September 30 in order to increase salary for the school year. Failure to do so may result in not being advanced on the salary schedule. The Superintendent of Schools will approve all hours. Failure to have the courses approved may result in credit being denied. (SEE APPENDIX A.)

Section 3: Credits will be counted toward advancement on the BA+15, BA+30 and BA+45 salary schedule only if 100% of the courses are graduate courses and 75% are within the teacher's assigned teaching area, or in the field of education. Any staff development/continuing education credits taken for credit, in lieu of paying college or university tuition rates in order to receive graduate credit, will be considered as part of the aforementioned credits. To be placed on the MA, MA+15, and MA+30 lane, the degree must be in the teacher's assigned teaching field.

Section 4: Employees will receive \$1,200 when moving to lanes BA+15, BA+30, BA+45, MA+15, and MA+30. Teachers moving to MA lane will receive \$1,700. Employees may move more than one lane in a year but will receive pay only for the highest lane.

Section 5: BA+45 lane – provided all credit earned toward this lane change (from The BA+30 lane are earned in the summer of 1998 or later.

Section 6: Effective June 1, 2002, graduate renewal credits may be taken for advancement on the salary schedule.

Section 7: Salary for new teachers will be established by the Board but in no case will the salary be greater than the salary paid to current employees with similar in-district experience and educational level.

Section 8: The contract year shall consist of 189 days for newly employed certified employees and 188 days for all other certified employees. This includes 180 days of instruction, 7 days of teacher inservice for newly employed certified employees, and 6 days for all other certified employees, and 2 days as a result of evening parent-teacher conferences. These days are exclusive of holidays and vacations, or more days if required by the state.

Section 9: Any additional contract days mandated by the state will be paid at a per diem rate based on a 188 day contract. Extended contract personnel will be paid at a per diem rate based on the number of days in their extended contract.

## **SALARY SCHEDULE A**

The base salary for the contract period 2006-2007 will be \$24,500.

Index:

6.6	\$24,500-\$27,000
6.4	\$27,001-\$30,000
6.2	\$30,001-\$33,000
6.0	\$33,001-\$36,000
5.8	\$36,001-\$39,000
5.6	\$39,001-\$42,000
5.4	42,001-Max

The salary range is \$24,500 to \$48,130.86

## **DUES CHECK-OFF**

Section 1: The Association shall be allowed dues check-off for its members.

Section 2: Any employee who is a member of the Association or has applied for membership may sign and deliver to the Board an assignment form authorizing the payroll deduction of professional dues. Dues shall be deducted only upon an Association member's written request. The member may terminate the dues check-off at any time by giving thirty days written notice.

Section 3: Upon receipt of a properly executed authorization card from the employee involved, the Board will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Association in twenty-four (twenty) equal installments, beginning with the first pay period in September and ending in August (June).

Section 4: The dues deduction authorization shall be prepared in duplicate on the form attached. (SEE APPENDIX B.) New authorization forms must be submitted to the Board each year and must be received by the Board no later than September 1 of each year. The Board shall assume no responsibility for the accuracy of the amounts authorized to be deducted, and in the event of any error, properly authorized corrections will be made only with respect to future deductions.

Section 5: The Board shall transmit to the Association the total amount of professional dues deducted, less a reasonable service fee, within ten calendar days following the pay day in which deductions are made from an employee's salary.

Section 6: The Association agrees to indemnify and hold harmless the Board and its members and all administrative employees against any and all claims or costs arising out of the application of this Article.

## **EARLY RETIREMENT POLICY**

The West Marshall Board of Education agrees to provide a voluntary early retirement plan for licensed teacher employees who are currently performing their assigned duties within the school district. A licensed teacher employee is eligible under the early retirement plan when such employee:

- Is between the ages of 55 and 64 on or before June 30 of the year in which such employee wishes to retire.
- Has a minimum of ten (10) consecutive years of service in the district and during each of those ten (10) years was employed on at least a half-time basis as a regular member of the teaching staff. Teaching experience outside the district is not counted toward this requirement.
- Submits an application to the Superintendent for participation in the plan on or before March 1 of the year in which such employee wishes to retire.

The Board has complete discretion to offer or not offer this early retirement plan for employees and may decide to do so on a year-to-year basis.

Information regarding this Board Policy (401.7) can be obtained by contacting the Superintendent.

## **COMPLIANCE CLAUSES AND DURATION**

Section 1: Should any Article, Section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that Article, Section, or clause shall be deleted from this agreement to the extent that it violates the law. Such deletion should not affect any other Articles, Sections, or clauses of this agreement or the application of any provisions thereof.

Section 2: This agreement shall remain in full force for a period of two (2) years, commencing on July 1, 2006, and running through June 30, 2008, to cover language issues. This agreement shall remain in full force for a period commencing on July 1, 2006 and running through June 30, 2007, to cover salary and fringe benefits.

This agreement shall continue in effect for successive fiscal years thereafter unless either party gives written notice to the other party of its desire to modify or terminate this agreement or any part of it.

Section 3: This agreement constitutes the full and complete agreement between the Board and the Association. Any matters relating to the current contract term, whether or not referred to in this agreement, shall not be open for negotiation during the term of this agreement, unless mutually agreed to.

## COMPLIANCE CLAUSES AND DURATION

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon, all on the

\_\_\_\_\_ day of \_\_\_\_\_, 2006

**For the Association**

**For the Board of Education**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

APPENDIX A

**THIS FORM MUST BE SUBMITTED AND COURSE(S) APPROVED  
BY THE SUPERINTENDENT PRIOR TO THE START OF THE  
COURSE(S). FAILURE TO HAVE THE COURSE(S) APPROVED  
MAY RESULT IN CREDIT BEING DENIED.**

**THIS FORM USED FOR ADVANCEMENT ON SALARY  
SCHEDULE ONLY**

Name \_\_\_\_\_ Date \_\_\_\_\_

College/University offering the course \_\_\_\_\_

Course Title \_\_\_\_\_ Course Number \_\_\_\_\_

Is this course for:

Recertification: Yes \_\_\_\_\_ No \_\_\_\_\_ Credit Hours \_\_\_\_\_

Graduate Credit Offered: Yes \_\_\_\_\_ No \_\_\_\_\_ Credit Hours \_\_\_\_\_

Graduate Credit: Yes \_\_\_\_\_ No \_\_\_\_\_ Credit Hours \_\_\_\_\_

Course Description: \_\_\_\_\_

\_\_\_\_\_

Date Course will be taken: \_\_\_\_\_

Is this course in your teaching assignment: Yes \_\_\_\_\_ No \_\_\_\_\_

Is this course part of your approved advanced degree program: Yes \_\_\_\_\_ No \_\_\_\_\_

I will be applying for an educational lane change on the salary schedule prior  
**August 30** of the upcoming school year. Yes \_\_\_\_\_ No \_\_\_\_\_

Date filed with Superintendent: \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Not Approved: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**APPENDIX B**

Prepared in Duplicate

Copy to Board

Copy to Employee

**PAYROLL DEDUCTION AUTHORIZATION**

**FOR PROFESSIONAL DUES**

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

I hereby authorize the Board of Education of the West Marshall Community School District to deduct professional dues from my salary each month. My total yearly dues are \$ \_\_\_\_\_. I understand that the total dues deduction will be divided into twenty-four (24) and twenty (20) equal installments with the first deduction in September and the last in August (June). I understand that this deduction authorization may not be altered during the school year but may be revoked by me at any time by thirty (30) days written notice to you.

\_\_\_\_\_  
Signature of Employee

THIS FORM IS DUE IN THE SUPERINTENDENT'S OFFICE

BY SEPTEMBER 1.